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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2025

No. 511345-HII(2)-2025/6552.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **69/2020** dated **28.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BABU RAM AGED 49 YEARAS S/O SH. NARAYAN DUTT, R/O H. NO. 369, VILLAGE KISHANGARH, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S SAB INDUSTRIES LIMITED, REGD. & CORPORATE OFFICE AT SCO NO. 49-50, SECTOR 26, CHANDIGARH THROUGH ITS CHAIRMAN SH.R.K. GARG.
2. SH. V.K. SOOD, GENERAL MANAGER, M/S SAB INDUSTRIES LIMITED, REGD. & CORPORATE OFFICE AT SCO 49-50, SECTOR 26, CHANDIGARH.
3. SH. S. P. BANSAL - ENQUIRY OFFICER, M/S SAB INDUSTRIES LIMITED, REGD. & CORPORATE OFFICE AT SCO 49-50, SECTOR 26, CHANDIGARH. (MANAGEMENT)

AWARD

1. Babu Ram, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman joined the services on 25.04.1994 as Clerk in the management. Since the date of appointment, the workman was working to the entire satisfaction of his superior and the workman never given any chance of complaint and there were no adverse remarks against him. Since April, 2019, the workman is not receiving salary from the management, therefore, the workman met the officers of the management-company number of times for release of his salary but all in vain. Thereafter, the workman gave representations dated 31.07.2019 and 03.09.2019 to the management-company for payment of his salary. The workman came to know that the management-company

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had also signed the vouchers for payment of salary but still the management-company is adamant to not to pay the salary to the workman. On 05.09.2019, the General Manager in a highly illegal & arbitrary manner told the workman that the workman need not to come from tomorrow i.e. 06.09.2019, without assigning any reasons for the same and without giving the workman any prior notice which is mandatory under the provisions of the ID Act. Thereafter, the management had sent notice dated 07.09.2019 to join inquiry in the office of the management on 10.09.2019, regarding missing ` 10 Lakhs from the company. Accordingly, the workman appeared before the Committee, which consisted of Officers / Director of the management-company, but the Committee did not supply the workman any documents and asked few questions, which were replied by the workman. The workman has no business / duty with respect to the cash of the management-Company as the same does not fall under his duty. Thereafter, the workman asked the managements No.2 & 3 requesting to join service from 11.09.2019 to which management refused and also not paid pending salary from April, 2019 onwards. The management had written a letter dated 23.09.2019 to the workman to produce records / substantiating documents in support of the workman version. The workman had filed short reply to the same on 27.09.2019. The management called the workman in its office on 05.10.2019 at 2:00 P.M. along with documents as per list attached vide letter dated 01.10.2019. But the said letter dated 01.10.2019 was dispatched on 03.10.2019 and the same was received by the workman after 05.10.2019. The workman was shocked when he received a suspension order dated 09.10.2019 on 13.10.2019. The workman replied the suspension order on 14.10.2019 and requested to quash the same and also submitted documents demanded by the management. Thereafter, the management in order to justify its illegal act had sent a cheque for the payment of arrears of salary from the month of April to September, 2019. The management itself has constituted the Inquiry Committee, which was doing the proceedings as per willingness / whims and fancies of the management, but not as per law. During the proceeding before the Assistant Labour Commissioner, Inquiry Committee had submitted its report on 15.11.2019, alleging that the workman is responsible for theft which took place at Head Office premises on 10.05.2019. But the Inquiry Committee could not place on record even a single evidence against the workman for alleged occurrence of theft. Thereafter, the management had issued charge sheet dated 18.11.2019 against the workman for alleged allegation of theft of ` 10 Lacs. The management itself had admitted in the charge sheet that the keys of the Godrej safe were used to be kept by Shri V. K. Sood - General manager (Accounts) and Shri B. S. Negi - Manager (Accounts). But the workman has been made scapegoat for the alleged theft. The management had further lingered on proceedings before the Assistant Labour Commissioner just to complete their futile / illegal exercise of completion of inquiry and have never disclosed about the appointment of the Mr. S. P. Bansal as Inquiry Officer. The workman had also filed an application before the Inquiry Officer to permit him to get the assistance but the same was dismissed. On 10.02.2020, the workman moved an application under Section 33 of the ID Act for stay of proceedings i.e. departmental inquiry and also with prayer to amend Section i.e. Section 2(k) mentioned in place of Section 2(a) of the ID Act. The management had not filed reply to the above said application till date. Due to pandemic COVID - 19, the workman went to his native village in the month of May, 2020. The workman had also written letter through post that he is held up in his village, therefore, unable to appear before the Inquiry Officer but the management is using WhatsApp of their Law Officer to serve the workman. On the other hand, the Inquiry Officer had not issued any notice to intimate the date of hearing in the so-called inquiry. The management is in hand-in-gloves with the Inquiry Officer. The Inquiry Officer had completed the inquiry without leading any evidence and without affording any opportunity to the workman to cross-examine the witness and without abiding principles of natural justice. The workman had filed detailed reply to the show-cause notice dated 27.07.2020 on 04.08.2020. Termination of the workman by the management is totally illegal, malafide, arbitrary, null & void and in gross violation of the statutory provisions of the ID Act. The workman is entitled to reinstatement with continuity of service and full back wages & consequential benefits. Prayer is made that order of termination dated 06.09.2019 and further proceedings after issuance of demand notice dated 19.09.2019 i.e. suspension orders dated 09.10.201, charge sheet, appointment of the Inquiry Officer, inquiry report and show-cause notice dated 27.07.2020 may be declared as illegal and the workman may be reinstated into service with continuity of service and full back wages.

3. On notice, the managements No.1 to 3 contested the claim statement by filing written statement on 09.04.2021 wherein it is stated that the petitioner (*here-in-after 'workman'*) has raised a demand notice dated 19.09.2019 under Section 2(k) of the ID Act whereas the same was neither espoused by any Union nor the same has backing of majority of the workers of the management-company. Demand notice dated 19.09.2019 raised by the workman as well as present claim statement are premature. The workman was on the rolls of the management-Company as on the date of demand notice and has been charge-sheeted on account of serious acts of misconduct. The workman had been appearing in the inquiry instituted by the management and was also in receipt of subsistence allowance from the management as he was running under suspension since 09.10.2019. There was no termination order dated 11.06.2019 / 06.09.2019. The workman was served charge-sheet dated 18.11.2019 and after considering his reply and finding the same unsatisfactory, inquiry was ordered and Shri S. P. Bansal was appointed as Inquiry Officer, who started the inquiry on 17.01.2020. The workman also joined the inquiry. His services were terminated on 11.09.2020 after holding a fair & proper inquiry into the charge-sheet dated 18.11.2019.

4. On merits, it is admitted that the workman joined the services on 25.04.1994 as Clerk in the management. It is stated that there were numerous shortcomings in work & conduct of the workman and he was apprised about the same from time to time. There was a theft of money amounting to `10 Lacs from the chest of the Company and since then the workman was avoiding duty in the office of the Company. The management was investigating the theft and after a preliminary inquiry, it was found that the workman was involved in such theft. As such, the workman was placed under suspension on 09.10.2019. The workman was receiving salaries from April, 2019 onwards till his suspension. It is further admitted that the management had sent notice dated 07.09.2019 to join inquiry in the office of the management on 10.09.2019, regarding missing ` 10 Lakhs from the company. The management constituted a Committee for preliminary inquiry and the workman was called upon to produce some documents which the Committee considered relevant to the matter. There were allegations against the workman and the same were being enquired into as the workman cannot absolve himself of the charges by mere denial. The workman has levelled baseless allegation on the management on the ill-advice of outsider elements. It is a matter of record that the management had written a letter dated 23.09.2019 to the workman to produce records / substantiating documents in support of the workman version and the workman had replied to the same on 27.09.2019. The workman did not attend the proceedings of inquiry Committee on 05.10.2019 despite receiving letter dated 01.10.2019 though he came to the office of the management and left without informing anyone. The workman was avoiding investigation and did not cooperate with the inquiry process for the reasons best know to him. The management issued cheque of dues of the workman in the month of October, 2019 which the workman accepted and got the cheque encashed without questioning over it. The matter was under investigation with the Committee conducting preliminary inquiry for which the dues of the workman were delayed. The Committee constituted for conducting preliminary inquiry held the workman guilty on prima facie evidence and later the management issued a regular charge-sheet dated 18.11.2019 to the workman. It is highly unimaginable for a person holding the keys of the chest to commit a theft himself for putting his own employment in danger. Theft is always committed by a person other than the one having possession of goods / money and the management rightly ordered an inquiry into the incident and made allegations against a person who came under their radar under the circumstances of the case. The workman was given fullest opportunity to defend the charges and prove his innocence. The management was attending the proceedings before the Assistant Labour Commissioner and field its reply at appropriate stage / time. On the one hand the workman was attending the inquiry proceedings knowing well that his name still existed on rolls of the Company and on the other hand, raised a demand notice allegation termination of service and asking for reinstatement. The workman's application under Section 33 was neither maintainable nor liable to be allowed. Lockdown was imposed by the Government due to COVID-19 but the workman did not inform the management before leaving to his native village in May, 2020. The workman himself informed the management's Representative and Inquiry Officer to fix-up a date suitable to him and accordingly, the date of inquiry was fixed and notice was issued to the workman but the workman abstained from inquiry. So, the Inquiry Officer had to proceed in the absence of the workman. Reply to show-

cause notice was received from the workman and the same was duly considered and found to be unsatisfactory by the Punishing Authority. The dismissal order passed by the management is legal & justified in view of the proved charges of misconduct against the workman in a fair & proper inquiry. Rest of the averments of the claim statement are denied being wrong. Prayer is made that claim statement may be dismissed.

5. The workman filed replication, wherein the contents of written statement, except the admitted facts, are denied as wrong and the averments of the claim statement are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 29.09.2021 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Relief.

7. In evidence, workman Babu Ram examined himself as AW1 and tendered into evidence his affidavit Exhibit 'WA/1' along with copies of documents i.e. letter of dismissal dated 11.09.2020 issued by SAB Industries vide **Exhibit 'W1'**, letter dated 31.07.2019 sent by him through Registered Post to Chairman SAB Industries Ltd. vide **Exhibit 'W2'** along with original postal receipt dated 31.07.2019 vide Exhibit 'W2/1', Letter dated 03.09.2019 moved by him to Chairman SAB Industries Ltd. vide **Exhibit 'W3'**, Letter dated 07.09.2019 sent to him by Chairman Inquiry Committee vide **Exhibit 'W4'**, Letter dated 01.10.2019 sent to him by Chairman Inquiry committee vide **Exhibit 'W5'**, letter dated 09.10.2019 sent to him by Head Human Resources related to the subject of Suspension Order vide **Exhibit 'W6'**, letter dated 14.10.2019 sent by him to Chairman Inquiry Committee and Head Human Resources of M/s SAB Industries Ltd. seeking to quash the suspension order dated 09.10.2019 vide **Exhibit 'W7'**, his bank passbook joint with Account Holder Bimla Devi, Account No.06182010001610 maintained with Oriental Bank of Commerce containing entries from 29.05.2015 to 05.09.2019 vide **Exhibit 'W8'**, unregistered agreement to sell dated 13.10.2017 between Bhajan Singh and him vide **Exhibit 'W9'**, self-attested copy of his PAN Card No. GPNPS3677M vide **Exhibit 'W10'**, self-attested copy of his Aadhar Card vide **Exhibit 'W11'**, aadhar Card of Bimla Devi Sharma vide **Exhibit 'W12'**, Aadhar Card of Mohit Sharma vide **Exhibit 'W13'**, Aadhar Card of Rohit Sharma vide **Exhibit 'W14'**, saving bank account passbook of Account Holder Narayan Dutt, Account No. 65263558213 maintained with State Bank of India, Branch, Badhalagh, Solan containing entries from 20.08.2016 to 24.09.2019 vide **Exhibit 'W15'**, letter dated 10.10.2019 sent to him by Head Human Resources SAB Industries Ltd. relating to subject to release of salary cheque vide **Exhibit 'W16'**, letter dated 18.11.2019 sent to him by SAB industries Ltd. through its authorised signatory relating to subject of charge-sheet vide **Exhibit 'W17'**, reply to the demand notice filed by authorised signatory of SAB industries Ltd. to the Assistant Labour Commissioner U.T., Chandigarh vide **Exhibit 'W18'**, letter dated 07.01.2020 sent to him by the authorised signatory for SAB industries Ltd. relating to subject of enquiry vide **Exhibit 'W19'**, Enquiry proceedings dated 17.01.2020 vide **Exhibit 'W20'**, letter dated 17.01.2020 sent by him to Enquiry Officer on the subject of seeking permission to get assistant of Mr. Davinder Lubana in Enquiry Proceedings vide **Exhibit 'W21'**, letter dated 27.01.2020 addressed from management representative to Enquiry Officer relating to the subject of reply to application dated 17.01.2020 filed by Babu Ram vide **Exhibit 'W22'**, letter dated 30.06.2020 moved by him to Law Officer, M/s SAB industries Ltd. seeking release of his salary vide **Exhibit 'W23'**, letter dated 27.07.2020 sent to him by Director SAB Industries Ltd. relating to the subject of show cause notice vide **Exhibit 'W24'** and reply dated 04.08.2020 to show cause notice filed by me to Director M/s SAB Industries Ltd. vide **Exhibit 'W25'**.

8. On 19.04.2023, workman moved an application for re-examination of AW1 Babu Ram on the ground that certain documents mentioned in affidavit tendered in examination-in-chief are not exhibited. The management contested the application by filing written reply. Vide order dated 17.11.2023, the application dated 19.04.2023 was disposed off and AW1 Babu Ram was allowed to be re-examined by filing his fresh affidavit along with documents as detailed in application.

9. On 31.05.2024 workman Babu Ram re-examined himself as AW1 and tendered into evidence his affidavit Exhibit 'AWA/1' along with copies of the documents (renumbered) i.e. letter dated 31.07.2019 sent by him through Registered Post to Chairman SAB Industries Ltd. vide **Exhibit 'W1'** and the original postal receipt dated 31.07.2019 vide **Exhibit 'W1/1'**, letter dated 03.09.2019 moved by him to Chairman SAB Industries Ltd. vide **Exhibit 'W2'**, letter dated 07.09.2019 sent to him by Chairman Inquiry Committee vide **Exhibit 'W3'**, demand notice dated 19.09.2019 sent by him to SAB Industries, Sh. V.K. Sood, General Manager and the Assistant Labour Commissioner-cum-Conciliation Officer, Sector 30, Chandigarh vide **Exhibit 'W4'** through postal receipts dated 20.09.2019 vide **Exhibit 'W4/1'** to **Exhibit 'W4/3'** respectively, letter dated 23.09.2019 sent to him by Chairman Inquiry Committee vide **Exhibit 'W5'**, reply dated 27.09.2019 sent by him to the Chairman Inquiry Committee vide **Exhibit 'W6'**, letter dated 01.10.2019 sent to him by Chairman Inquiry committee vide **Exhibit 'W7'**, letter dated 09.10.2019 sent to him by Head Human Resources related to the subject of Suspension Order vide **Exhibit 'W8'** and the same was received on 13.10.2019, letter dated 14.10.2019 sent by him to Chairman Inquiry Committee and Head Human Resources of M/s SAB Industries Ltd. seeking to quash the suspension order dated 09.10.2019 vide **Exhibit 'W9'**, letter dated 10.10.2019 sent to him by Head Human Resources SAB Industries Ltd. relating to subject to release of salary cheque vide **Exhibit 'W10'**, letter dated 18.11.2019 sent to him by SAB industries Ltd. through its authorised signatory relating to subject of charge-sheet vide **Exhibit 'W11'**, reply dated 21.01.2020 to the demand notice dated 19.09.2019 filed by SAB industries Ltd. to the Assistant Labour Commissioner U.T, Chandigarh vide **Exhibit 'W12'**, application dated 17.01.2020 filed by him to get assistance in enquiry proceedings vide **Exhibit 'W13'**, letter dated 27.01.2020 addressed from management representative to Inquiry Officer relating to the subject of reply to application dated 17.01.2020 filed by Babu Ram vide **Exhibit 'W14'**, application dated 10.02.2020 for stay of proceedings i.e. departmental inquiry before ALC, U.T. Chandigarh vide **Exhibit 'W15'**, letter dated 30.06.2020 sent by him to Law Officer, M/s SAB industries Ltd. through registered post vide **Exhibit 'W16'** along with original postal receipt dated 30.06.2020 vide **Exhibit 'W17'**, letter dated 27.07.2020 sent to him by Director SAB Industries Ltd. vide **Exhibit 'W18'**, reply dated 04.08.2020 to show cause notice filed by him to Director M/s SAB Industries Ltd. vide **Exhibit 'W19'**, failure report bearing Memo No.3148 dated 03.09.2020 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide **Exhibit 'W20'** and original letter of dismissal dated 11.09.2020 issued by SAB Industries to me through registered post vide **Exhibit 'W21'** having affixed original postal receipt dated 29.09.2020 over the envelop vide **Exhibit 'W21/1'**, attested copy of final police inquiry report relating to complaint filed by him bearing Reference No. ICMS/2023/011282 dated 10.05.2023 (copy of complaint sent to DGP, Police Headquarter, Chandigarh and SSP, Chandigarh) consisting of Page No.1 to 51 vide **Mark 'A'**.

10. Workman examined AW2 Deepak Sharma - Constable, Belt No.300, Chandigarh Police, O/o SSP, Chandigarh, Sector 9, Chandigarh, who brought original record of complaint No.ICMS/2023/011282 dated 10.05.2023 and complaint No.ICMS/2023/011048 dated 09.05.2023 and verified Mark 'A' with the original record and deposed that it is true & correct according to the original record and same is **Exhibit 'AW2/1'**.

11. Workman examined AW3 Sukhjeet Singh - Clerk, O/o Assistant Labour Commissioner, Sector 30, U. T. Chandigarh, who brought the summoned record and placed on record copies of zimni orders dated 26.09.2019, 10.12.2019, 21.01.2020, 11.02.2020, 05.03.2020, 17.03.2020, 18.08.2020 and 26.08.2020 passed by A.L.C.-cum-Conciliation Officer, U.T. Chandigarh in proceedings of Demand Notice No.97 of 2019 raised by Babu Ram against SAB Industries Ltd. vide **Exhibit 'AW3/1'**, copy of reply dated 21.01.2020 by SAB Industries Ltd., in the proceedings before the ALC, U.T. Chandigarh relating to demand notice under Section 2(K) of I.D. Act raised by Babu Ram is **Exhibit 'AW3/2'**, copy of application dated 10.02.2020 filed by Babu Ram before A.L.C. U.T. Chandigarh seeking to stay the proceedings of departmental inquiry initiated by employer under Section 33 of the ID Act during the pendency of the demand notice and seeking to correct the demand notice under section 2(a) of the I.D. Act instead of Section 2(K) of the ID Act is **Exhibit 'AW3/3'**.

12. On 19.08.2024 Learned Representative for the workman tendered certified copy of application under Section 156(3) Cr. P.C. supported with an affidavit of Babu Ram vide **Exhibit 'W22'** and closed the evidence in affirmative.

13. On the other hand, the managements No.1 to 3 examined MW1 S. P. Bansal - Inquiry Officer, who tendered his affidavit Exhibit 'MW1/A' along with original inquiry file (consisting of pages No.1 to 110) of the workman Babu Ram vide **Exhibit 'MW1/1'**.

14. During the pendency of the present industrial dispute, the case taken before Pre-Lok Adalat held on 07.02.2025, wherein Learned Representative for the managements No.1 to 3 made a statement, which was recorded separately and reproduced as below :-

"Stated that I have effected compromise with the workman and agree to pay compromise amount of Rs.7,25,000/- towards full and final settlement including gratuity. I undertake to pay the compromise amount on the next date of hearing."

15. On the other hand, workman has made a statement, which was recorded separately and reproduced as below :-

"Stated that I have heard the statement of Ld. Representative for the managements, got recorded by him today in the Pre-Lok Adalat. I agree with the same and ready to accept the compromise amount of Rs.7,25,000/- towards full and final settlement including gratuity. An adjournment may be granted to the management for making payment of compromise amount."

Statement of the workman was countersigned by his Representative.

16. On joint request of the parties, case was ordered to be taken up in next Pre-Lok Adalat on 28.02.2025 for awaiting payment of compromise amount to be made by the management. Today i.e. on 28.02.2025, Learned Representative for the managements No.1 to 3 made a statement, which was recorded separately and reproduced as below :-

"Stated that as per the compromise effected on 07.02.2025, today, I pay compromise amount of Rs.7,25,000/- (Rupees Seven Lakh Twenty-Five Thousand) by way of Demand Draft bearing No.038504 dated 24.02.2025 drawn on Axis Bank Ltd., in favour Babu Ram (workman) towards full and final settlement including gratuity. Copy of demand drafter is Exhibit C-X."

17. The workman also got recorded his statement, which was recorded separately and reproduced as below :-

"Stated that I have received from the management through its Representative, compromise amount of Rs.7,25,000/- (Rupees Seven Lakh Twenty-Five Thousand) by way of Demand Draft bearing No.038504 dated 24.02.2025 drawn on Axis Bank Ltd., in my favour towards full and final settlement including gratuity. After receipt of the above payment, I have no claim or dispute outstanding against the management. I undertake to withdraw all my pending disputes/cases, pending before any court of law. The present claim statement may be disposed off being compromised and full satisfied."

Statement of the workman was countersigned by his Representative.

18. Heard. In view of the above statements of the parties, this industrial dispute is disposed off being compromised and full satisfied. In view of the compromise, the issues No.1 & 2 have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 28.02.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th April, 2025

No. 511349-HII(2)-2025/6554.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **43/2023** dated **17.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

SUKHWINDER W/O SH. GURPREET SINGH, VILLAGE KANSAL, DISRICT S.A.S. NAGAR,
MOHALI. (WORKMAN)

AND

1. ACCOUNTANT GENERAL (PRINCIPAL DIRECTOR GENERAL AUDIT CENTRE)
S.C.O. NO.21-22, BACK SIDE BUS STAND, SECTOR 17-E, CHANDIGARH.
2. SECURE GUARD SECURITY & MANPOWER SERVICE, PLOT NO.151, INDUSTRIAL
AREA, PHASE - II, CHANDIGARH. (MANAGEMENT)

AWARD

1. Sukhwinder, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 02.02.2020, the claimant-workman (*here-in-after 'workman'*) was appointed as MTS & Sweeper by the management of Secure Guard Security & Manpower Services - management No.2 and was deployed at the workplace of Accountant General, Sector 17-E, Chandigarh - management No.2. The workman remained in the continuous employment up to 30.08.2022, when her services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 16,500/- per month as wages at the time of termination. On 31.08.2022, workman went to attend her normal duty but she was refused work by management No.1 without assigning any reason & notice. From the date of termination, the workman was regularly visiting the management No.1 and management No.2 but the work was refused to her on one pretext or the other. The workman left with no other alternative lodged a complaint with the Labour Inspector, U.T. Chandigarh for her reinstatement. The complaint could not be settled at the level of Labour Inspector, U.T. Chandigarh. Refusal of work which amount to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. There is no complaint against work & conduct of the workman from any of her colleagues and superior. Her work & conduct was appreciated by all. For her reinstatement the workman served upon the management a demand notice dated 21.12.2022. The management neither denied the contents of demand notice nor took the workman on duty. On request the intervention of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was sought but the dispute could not be settled within the stipulated period. The management No.1 only once appeared before the Conciliation Officer and thereafter started absenting himself. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages without any change in her service condition.

3. On notice, management No.1 contested the claim statement by filing written statement dated 22.11.2023 (filed on 15.12.2023) wherein preliminary objections are raised on the ground that answering respondent (*here-in-after 'management'*) is not an industry, hence the present reference deserves to be rejected. The answering management is not establishment either. The claimant (*here-in-after 'workman'*) has not approached this Court with clean hands, in as much as the period of deployment under the office of answering management as projected by the workman is vehemently denied. The workman was deployed by management No.2 in the office of answering management from May, 2021 to 30.08.2022. It is denied that services of the workman were illegally & wrongly terminated by refusing of work by the answering management. As per condition No.9 of the agreement (agreement for the period from 01.05.2021 to 30.04.2022 and 01.05.2022 to 30.04.2023) between management No.1 and management No.2, management No.2 being employer of the workman, had control over the workman / employee and not the office of management No.1. Besides, the office of management No.1 being Central Government organisation is gtrial by GFR, 2017 which inter-alia provides for 'Outsourcing of Service - Rule 198' which states that ministry or Department may procure certain non-consulting services in the interest of economy & efficiency, it may trialribe detailed instruments and procedure for this purpose. Thus, hiring of non-consulting services is based on principal or economy and efficiency, refer Clause 16 of the agreement.

4. Further on merits, the workman was deployed under the answering management by management No.2 only from May, 2021 to August, 2022. The disbursement of the wages of the workman was on the part of management No.2, out of sanctioned monthly bills raised by management No.2. The deployment of workman under the answering management No.1 came to an end by virtue of terms & conditions of the agreement between the management No.1 & management No.2, coming to an end. It is denied to the extent that the answering management refused work to the workman as alleged. It is not disputed that Labour Inspector, Chandigarh took up the matter but the same was not settled. In view of the submissions made above, no charge-sheet was required to be filed against the workman nor any retrenchment compensation was to be paid to the workman on the ground of alleged violation of Section 25F of the ID Act. Rest of the contents of the claim statement are denied as wrong except para 5 & 6, which are replied in a formal manner by submitting that these paras are not replied in view of the submissions made above.

5. Management No.2 contested the claim statement by filing written statement dated 13.07.2023 (filed on 17.08.2023) wherein preliminary objection are raised on the ground that management No.2 is only a private agency in the business of outsourcing of manpower on contract basis / limited period service contract / agreement with the client / principal employer as it's service provider, where contractually deployed staff provide support services on behalf of the agency for completion of the workman assigned to him / her by the principal employer. Hence, workman cannot claim reinstatement. The workman had not reported in writing to the office of management No.2 and chosen to stop providing services to the client of service provider. Hence, the fault lies with the workman and not that of service provider. In the present case, the workman has levelled the allegation against the Department as such there is no involvement of management No.2. Hence, claim is required to be dropped qua management No.2. The workman could not have stopped providing support service to the client (department) until asked to do so by the management No.2. Besides, the principal employer was required to intimate the service provider well in time as per provision of law / rules one month's notice is required to be given to the workman and such rules / law are mandatory requirement which are always observed between the principal employer and the service provider.

6. Further on merits, it is submitted that workman was not appointed by the management No.2 as the workman come on the pay rolls of Secure Guard Security & Manpower Service - management No.2 on 01.05.2021 by transfer of allotment of tender. It is incorrect that the workman was with the management No.2 on 31.10.2010 as claimed by her. The contents of para 2 needs no comments as it relates to management No.1.

The management No.2 had not terminated the services of the workman. The workman being an outsource employee is not entitled for the retrenchment compensation as the workman had abandoned the service at her end / own level. Para 5 needs not comments as there is nothing on record. In response to demand notice served by the workman, the answering management No.2 attended the office of Assistant Labour Commissioner, Chandigarh and apprised the position orally as well as in writing vide letter No.SG/SMS/2023/812 dated 03.01.2023. There is no question of reinstatement as the workman has voluntarily abandoned the services. Prayer is made that in view of the position given above, the claim qua Secure Guard Security & Manpower may be dropped.

7. The workman filed separate rejoinder to the written statement of managements No.1 & 2 wherein the contents of respective written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

8. From the pleadings of the parties, following issues were framed vide order dated 12.02.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
2. Whether the management No.1 does not falls within the definition of 'industry' as defined under Section 2(j) of the ID Act ? OPM (Management No.1)
3. Whether the workman has not approached the Court with clean hands ? OPM (Management No.1)
4. Relief.

9. In evidence workman Sukhwinder examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 04.09.2024 Learned Representative for the workman closed evidence in affirmative.

10. On the other hand, management No.1 examined MW1 Amod Dixit - Assistant Audit Officer, Office of Principal Director of Audit (Central), Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. agreement dated 03.05.2021 between the Director of Indian Audit & Accounts Department and M/s Secure Guard Security and Manpower Services for the period w.e.f. 01.5.2021 to 30.04.2022 vide Exhibit 'R1', agreement dated 01.07.2021 between the Director of Indian Audit & Accounts Department and M/s Secure Guard Security and Manpower Services for the period w.e.f. 01.05.2022 to 30.04.2023 vide Exhibit 'R2' and original authority letter dated 13.11.2024 issued by Director Admin O/o Principal Director of Audit (Central), Chandigarh in his favour vide Exhibit 'R3' (documents mentioned as RW1 and RW2 in the affidavit were renumbered as Exhibit 'R1' and Exhibit 'R2' respectively).

11. In cross-examination MW1 brought on record the attendance record for the period w.e.f. August, 2022 to 30.04.2023 vide Exhibit 'R3'. Since Exhibit 'R3' is numbered twice, thus in order to avoid any ambiguity, the above attendance record is here-in-after renumbered and referred as Exhibit 'R4'.

12. On the other hand, management No.2 examined MW2 Parveen Yadav - Manager, M/s Secure Guard Security & Manpower Services, who tendered his affidavit Exhibit 'MW2/A' along with copy of reply dated 03.01.2023 to demand notice No.232/2022 under Section 2A of the ID Act, filed by Secure Guard Security and Manpower Service - management No.2 in the proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide Exhibit 'MW2/1'.

13. On 17.12.2024 Learned Representative for the management No.2 closed evidence. On 22.01.2025 Learned Representative for the management No.1 closed oral evidence. On 11.03.2025 Learned Representative for the management No.1 closed documentary evidence.

14. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 to 3 :

15. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

16. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 & 3 is on the management No.1.

17. In order to prove its claim workman Sukhwinder examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposited the entire contents of the claim statement which are not reproduced here for the sake of brevity.

18. On the other hand, to controvert the applicant's claim management No.1 examined MW1 Amod Dixit - Assistant Audit Officer, who vide his affidavit Exhibit 'MW1/A' deposited the entire contents of written statement of management No.1. MW1 supported his oral version with documents Exhibit 'R1' to Exhibit 'R4'. Management No.2 examined MW2 Parveen Yadav - Manager, who vide his affidavit Exhibit 'MW2/A' deposited the entire contents of written statement of management No.2. MW2 supported his oral version with documents Exhibit 'MW2/1'. The contents of affidavit Exhibit 'MW1/A' and Exhibit 'MW2/A' are not reproduced to avoid repetition.

19. From the oral as well as documentary evidence led by the parties, following undisputed facts have emerged :-

- i) The management No.1 - Department and management No.2 - contractor entered into contract dated 03.05.2021 / Exhibit 'R1' for the period from 01.05.2021 to 30.04.2022, whereby the contractor - management No.2 has agreed to provide the outsourcing professional services for 12 months (11 MTS and 01 Driver). Thereafter management No.1 & 2 entered into another contract dated 01.07.2022 / Exhibit 'R2' for the period 01.05.2022 to 30.04.2023, whereby the contractor agreed to provide the outsourcing professional services for 12 months (11 MTS and 01 Driver). It was further agreed that the contract period may be further extended with mutual consent.
- ii) After 30.04.2023, the managements No.1 & 2 did not further extend the contract period.
- iii) In pursuance of initial contract dated 03.05.2021 / Exhibit 'R1', the management No.2 deployed the requisite number of contractual employees including the workman with office of management No.1 initially for the period w.e.f. 01.05.2021 to 30.04.2022 and thereafter vide contract dated 01.07.2021 / Exhibit 'R2' extended the contract period further from 01.05.2022 to 30.04.2023. In this regard AW1 in her cross-examination conducted by management No.1 stated that she was appointed for the period w.e.f. 02.02.2020 to 30.08.2022 by management No.2.
- iv) The services of the workman were taken over by the contractor - management No.2 from the previous contractor. In this regard AW1 when put to cross-examination by management No.2 admitted as correct that her services were taken over from previous contractor by the management No.2 w.e.f. 01.05.2021.

20. Dispute between the parties is confined to the termination of services of the workman.

21. Learned Representative for the workman contended that on 31.08.2022, when the workman went to attend her normal duty, she was refused work by management No.1 without assigning any reason and notice, which is retrenchment under Section 2(oo) of the ID Act. At the time of termination of services, the workman was neither issued prior notice, nor paid notice pay in lieu of notice period nor paid retrenchment compensation at the time of termination which is violative of Section 25F of the ID Act. At the time of termination, the contract / Exhibit 'R2' between the managements No.1 & 2 was in force. After termination, the workman regularly visited management No.1 & 2 but the work was refused to her on one pretext or other. The workman filed complaint before the Labour Inspector but the dispute could not be settled before the Labour Inspector. Thereafter, the workman raised demand notice dated 21.12.2022, in which the conciliation proceedings taken place before the Assistant Labour Commissioner-cum-Conciliation Officer but the dispute could not be settled within the stipulated period. The conciliation proceedings failed vide failure report of Assistant Labour Commissioner-cum-Conciliation Officer bearing Memo No.778 dated 14.03.2023. Thus, the workman has filed the present claim statement seeking reinstatement with continuity of service along with full back wages and consequential benefits.

22. On the other hand, Learned Representative for the management No.1 contended that first of all the management is not an 'industry' within the definition of Section 2(j) of the ID Act. The management No.1 is a department being Central Government organisation. Management No.1 is governed by GFR, 2017 and the Labour Law are not applicable to management No.1. It is further contended by Learned Representative for the management No.1 that there is no relationship of employer-employee between the management No.1 and workman. The workman was deployed with management No.1 by the contractor - management No.2 for a specific period and by now the contract period between the management No.1 & 2 has expired by efflux of time. It is further contended by Learned Representative for the management No.1 that workman has wrongfully alleged in the claim statement that she is deployed with management No.1 through the management No.2 w.e.f. 02.02.2020, whereas the contract of management No.1 with management No.2 / Exhibit 'R1' commenced from 01.05.2021. Much stress is laid upon the fact that when there is no employer-employee relationship between management No.1 & the workman, thus the question of termination of services of the workman by the management No.1, as alleged, does not arise and there was no necessity for the management No.1 to comply with the provisions of Section 25F of the ID Act.

23. Learned Representative for the management No.2 contended that w.e.f. 01.05.2021, management No.2 after taking over the workman from the previous contractor, deployed the workman with the management No.1 w.e.f. 01.05.2021 up to 30.04.2022 on the basis of contract dated 03.05.2021 / Exhibit 'R1' and extended further the period of contract for 01.05.2022 to 31.04.2023 vide another contract dated 01.07.2021 / Exhibit 'R2'. It is further contended by Learned Representative for the management No.2 that it is clearly pleaded by the workman in claim statement that management No.1 refused work to her w.e.f. 31.08.2022 and that the workman was not allowed to resume duty by the management No.1. It is further contended by Learned Representative for the management No.2 that in case the workman was refused work w.e.f. 31.08.2022 by the management No.1, then the workman could not have stopped providing support services with the express consent of service provider. Moreover, the Department - management No.1 had not informed that management No.2 - service provider for arranging replacement of particular support staff. Workman in her cross-examination admitted that management No.2 had not taken her on job on 31.08.2022 and she did not move any application of grievance to the management No.2 to the said effect rather served demand notice after long time. The workman had not reported in writing in the Office of Secure Guard Security & Manpower Services and chosen to stop providing services to the client of the service provider - management No.1. Hence, the fault lies with the workman and not that of service provider. The services of the workman were not terminated at all by the management No.2, rather the workman had voluntarily abandoned the job assignment for her own benefit as informed by the Office of Assistant Labour Commissioner, Chandigarh vide letter No.SG/MS/2023/812 dated 03.01.2023 (Annexure 'A' in the case file). In view of the above submissions, no

responsibility of management No.2 is made out and workman is not entitled to reinstatement with continuity of service along with full back wages and other consequential benefits, prayed for.

24. As far as the applicability of Labour Laws to the management No.1 is concerned, the Contract Labour (Regulation and Abolition) Act, 1970 (*here-in-after in short 'Act 1970'*) is one of the most significant labour legislations in India as the objective of the Act 1970 is to prevent exploitation of blue collars workers and ensure facilitation of better conditions of work for them. As per Section 2(1)(g) of the Act 1970, a principal employer would mean and include the Head of any Government or local Authority, the 'owner' or 'occupier' or 'manger' of factory (under the Factories Act, 1948), 'owner', 'agent' or 'manger' of a mine, or any person responsible for the supervision and control in an establishment. Establishment mean any office or department of the Government or local Authority or any place where industry, trade, business, manufacturer or occupation is being carried. As per Section 2(1)(c) of the Act 1970, a contractor would mean any person, who supplies contract labour for any work of an establishment and include a sub-contractor. Every contractor to whom the Act 1970 applies has to take licence under the Act 1970. The definition of 'workman' under the Act 1970 includes any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or un-skilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied, but excludes certain categories as such. As per Section 2(1)(b) of the Act 1970, a workman shall be deemed to be employed as 'contract labour' in or connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer.

25. The two Acts i.e. Act 1970 and ID Act are not mutually exclusive; they address different aspects of labour relations. The Act 1970 regulates the employment of contract labour, while the ID Act provides a mechanism for resolving disputes that may arise from that employment. Compliance with Act 1970 does not mean that the provisions of the ID Act are automatically inapplicable. Contract workers can still raise industrial dispute under the ID Act.

26. By virtue of the above provisions of the Act 1970, the management No.1 which is a Central Government organisation is covered in the definition of Section 2(1)(g) of the Act 1980, management No.2 is covered within the definition of Section 2(1)(c) of the Act 1970 and workman is covered under the definition of Section 2(1)(b) of the Act 1970. By virtue of Section 2(1)(g) of the Act 1970, the Labour Laws including the ID Act is applicable to the management No.1 as the management No.1 has entered into service contract dated 03.05.2021 / Exhibit 'R1' (for the period from 01.05.2021 to 30.04.2022) and another service contract dated 01.07.2021 / Exhibit 'R2' (for the period w.e.f. 01.05.2022 to 30.04.2023) whereby requisition of Government Department / management No.1, the service provider - contractor / management No.2 has provided outsource contractor workers including the workman and deployed the workman at the premises of the management No.1 for the period specified in the contract. There are various terms & conditions of contract Exhibit 'R1' and Exhibit 'R2' which was agreed by both management No.1 and management No.2 at the time of executing the above contracts and thus binding on managements No.1 & 2. In Exhibit 'R1' and Exhibit 'R2', management No.1 is the first party and management No.2 is the second party. The statutory requirement as incorporated in Exhibit 'R1' and Exhibit 'R2' would show that the services of the contractual worker are under direct control & supervision of the contractor - second party. The relevant clause 9 under the Head 'Statutory Requirements' of the contract / Exhibit 'R1' and Exhibit 'R2' is reproduced as below :-

"9. For all intents and purposes, the Second Party / agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed persons of any employment in First Party. The persons deployed by the Second Party in First Party shall be employees of agency all times and not have any stake or claims like employer and employee relationship against the First Party."

27. In view of the aforesaid clause of contract Exhibit 'R1' and Exhibit 'R2' the contractor - Secure Guard Security & Manpower Services - management No.2 is the employer of the contractual workers for all purpose. The GFR, 2017 are not applicable to the contractual workers deployed with management No.1 under the service contract between department - management No.1 and contractor - management No.2.

28. Now coming to the termination of services of the workman, as far as the contention raised by management No.2 that workman did not inform the contractor about the principal employer's refusal of work or termination, is concerned, it limits the contractor's ability to intervene. However, under the Labour Laws, a worker's ignorance or failure to report does not absolve the contractor of responsibility. If the contractor was unaware of termination and failed to ensure proper employment records, the contractor is liable for non-compliance with the Labour Law requirements. In this case, the workman filed a demand notice claiming illegal termination, impleading the contractor as a party, this contractor cannot deny the knowledge of termination of services. Here is the case, where the contractor - management No.2 failed to track the worker's status, thus contractor is liable for the same.

29. The contention raised by the Learned Representative for the management No.2 that workman has abandoned the job of her own carries no force as even if the workman did not report for duty without getting the leave sanctioned, the employer-contractor must issue notice to the workman requiring him / her to join duty, but no such action is taken by the management No.2. It is neither pleaded nor proved by management No.2 that it has complied with mandate of Section 25F of the ID Act as the workman remained in continuous service of management No.2 for period of more than 240 days (w.e.f. May, 2021 to 30.08.2022) in 12 calendar months preceding termination on 31.08.2022. Besides, at the time of termination of service of the workman, the contract / Exhibit 'R2' between management No.1 & 2 was in force. MW2 (witness of management No.2) when put to cross-examination by the workman stated that management No.2 received message from the Department - management No.1 that the workman has been refused work, one day prior to that. The aforesaid version of MW2 falsified the plea of management No.2 that it had no intimation from the management No.2 that workman has stopped reporting on duty or the workman has been refused work by the management No.1 w.e.f. 31.08.2022. MW2 in his cross-examination denied the suggestion as wrong that management No.2 did not took back the workman on duty in conciliation proceedings before the ALC, U.T. Chandigarh. MW2 voluntarily stated that the Department did not agree for the same. MW2 further stated that now, he is not ready to take back the workman on duty and voluntarily stated that there is no vacancy with the management No.2. MW2 further stated that the management did not give in writing to the workman that his services are meant for the Department - management No.1 only. MW2 admitted as correct that at the time of termination of services of the workman, the management No.2 had contract with other agencies - departments also.

30. Further with regard to contention raised by Learned Representative for the management No.1 that termination of services of the workman is on the basis of the expiry of their contract, which is covered under Section 2(o)(bb) of the ID Act, hence even conditions of Section 25F of the ID Act were not required to be fulfilled, the same needs to be adjudicated on the basis of factual aspects. As per the admitted facts the last contract Exhibit 'R2' between the management No.1 & 2 was for the period w.e.f. 01.05.2022 to 30.04.2023, whereas before the expiry of the said period, the services of the workman were terminated on 31.08.2022, hence, it is not the case of relieving workman on completion of the contract period by efflux of time to as to be covered under Section 2(o)(bb) of the ID Act rather the same amounts to termination.

31. In view of the discussion made above, the employer-contractor / management No.2 is proved to have violated the provisions of Section 25F of the ID Act while terminating the services of the workman w.e.f. 31.08.2022. Thus, termination of services of the workman is illegal and hereby set aside.

32. Management No.1 has failed to prove concealment of any material fact by the workman.

33. By now the last contract period of contract Exhibit 'R2' between the management No.1 & 2 has already expired and the contract is not extended further, reinstatement with the same department / management

No.1 would be impractical. Keeping in view the fact & circumstances of the case, service period of the workman under management No.2 i.e. w.e.f. 01.05.2021 to 30.08.2022 and last paid monthly wages of the workman ` 16,500/- per month, workman is held entitled to lump sum compensation of ` 25,000/- to be paid by management No.2 - Secure Guard Security & Manpower Services.

34. Accordingly, issue No.1 is decided in favour of the workman and against the management No.2. Issues No.2 & 3 are decided against the management No.1 and in favour of the workman.

Relief :

35. In the view of foregoing finding on the issues above, this industrial dispute is allowed qua management No.2 - Secure Guard Security & Manpower Services to the effect that workman is held entitled to lump sum compensation of ` 25,000/- to be paid by management No.2. The management No.2 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 17.03.2025.

Secretary Labour,
Chandigarh Administration.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd May, 2025

No. 75 E.I./V.B.—Sh. N. Jayaraman, Superintendent Grade-I of the Punjab and Haryana High Court at Chandigarh has retired from the service of this Hon'ble Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd May, 2025

No. 78.—Sh. Arjun Singh, Assistant Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

CHANGE OF NAME

I, Vijay Kumar S/o Late Jagarnath # 399, Kajheri Sector-52, Chandigarh, have changed my minor daughter name from Anshika Vaibhav to Ananya.

[700-1]

I, Kushal Singh S/o Late Galthi Singh R/o # 115, Village Behlana Chandigarh, have changed my name to Khusal Singh.

[701-1]

I, Vitaula W/o Sh. Madan Lal, R/o House No. 934, Village Burail, U.T. Chandigarh, have changed my name from Vitaula to Bitoli.

[702-1]

I, Nek Singh S/o Gian Chand R/o House No. 1042/2, HIG Flats, Top Floor, Sector 39-B, Chandigarh, have changed my minor daughter's name from Charvi to Chaarvi Thakur.

[703-1]

I, Manju Thakur W/o Rakesh Kumar R/o # 3300/1, Sector 47-D, Chandigarh, have changed my name to Manju Katoch.

[704-1]

I, Rishav S/o Balbir, R/o # 32, Gali No. 3, Shanti Nagar, Manimajra, Chandigarh, have changed my name from Rishav to Rishabh.

[705-1]

I, Sanju *alias* Sanjay Son of Kuku Singh R/o House No. 66, Village Maloya, Chandigarh, have changed my name from Sanju *alias* Sanjay to Gurbachan Singh.

[706-1]

I, Komal Saini W/o Col. Bipin Pathak (Retd.) R/o # 2339, Sector 38-C, Chandigarh, have changed my name from Komal Saini to Komal Pathak.

[707-1]

I, Amrit Pal S/o Jagdish Lal R/o House No. 2015, Sector 37-C, Chandigarh, have changed my minor son's name from Shivansh Saduja to Harry Sanduja.

[708-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."